Allied Production Workers Union Local 12 (Northern Engraving Corp.) *and* Sherry Prichard and Carolyn K. Snodgrass

Allied Production Workers Union Local 10 (Northern Engraving Corp.) *and* Ruth H. Vine, Ellen Jones, and Cynthia Hertrampf. Cases 18–CB–3913, 18–CB–4065–1, 18–CB–4082–1, 18–CB–4082–2, and 18–CB–4086–1

December 19, 2001

DECISION AND ORDER

BY CHAIRMAN AND MEMBERS LIEBMAN AND WALSH

Upon charges filed in Case 18–CB–4065–1 by Carolyn Snodgrass on September 18 and November 2, 2000,[1] against Respondent Allied Production Workers Union Local 12 (Local 12), the General Counsel of the National Labor Relations Board issued a complaint and notice of hearing on November 29. Upon charges filed by Ruth Vine in Case 18–CB–4082–1 on November 29, by Ellen Jones in Case 18–CB–4082–2 on December 4, and by Cynthia Hertrampf on December 15, against Respondent Allied Production Workers Union Local 10 (Local 10), the General Counsel issued a consolidated complaint and notice of hearing on December 19. The complaints allege that the Respondent Unions violated Section 8(b)(1)(A) and (2) of the Act by continuing to enforce checkoff authorizations signed by the Charging Parties after they resigned their union memberships.

On January 30, 2001, the Acting General Counsel issued an order further consolidating all of the aforementioned cases. On February 12, 2001, the Acting General Counsel, the Respondent Unions, and Charging Parties filed with the Board a joint motion to transfer this proceeding to the Board and for approval of the parties' stipulation of facts. The parties agreed that the stipulation of facts and attached exhibits constituted the entire record in these cases, that no oral testimony was necessary or desired by any of the parties, and that they waived a hearing and decision by an administrative law judge. The parties also requested that the Board consolidate these cases with Case 18–CB–3913, which was pending before the Board on a motion by the General Counsel for reconsideration of a Decision and Order issued in *Allied Production Workers Local 12 (Northern Engraving Corp.)*, 331 NLRB No. 2 (2000) (*Northern Engraving I*).

On April 2, 2001, the Board approved the stipulation and transferred the proceeding to the Board for issuance of a decision and order. The Board also granted the request for consolidation. Thereafter, the Acting General Counsel and the Respondents filed briefs.

On the entire record and briefs, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Northern Engraving Corporation (Northern Engraving), a Wisconsin corporation with a principal office in Sparta, Wisconsin, has been engaged in the manufacture and distribution of appliance nameplates at its facilities in Lansing and Waukon, Iowa. During the calendar year ending December 31, 1999, Northern Engraving sold goods and services valued in excess of $50,000 directly to customers located outside of the State of Iowa and purchased and received at its Lansing and Waukon facilities goods valued in excess of $50,000 from points outside the state.

We find that Northern Engraving is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Respondent Unions are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

At all material times, Respondent Local 12 has been the exclusive collective-bargaining representative of a unit of production and maintenance employees at the Employer's Lansing, Iowa plant. Respondent Local 10 has been the exclusive collective-bargaining representative of a unit of production and maintenance employees at the Employer's Waukon, Iowa plant. Each union has a separate collective-bargaining agreement for its unit with the Employer. Neither agreement contains a union-security provision. Both agreements contain "checkoff" provisions authorizing Northern Engraving to deduct payments to the union representative on a monthly basis from the paychecks of employees who authorized such deductions in writing, and to remit those amounts to the Respondents. The Local 12 contract, effective from March 30, 1999, through March 29, 2002, permits checkoff for the deduction of an employee's "regular Union membership dues or service fees." The Local 10 contract, effective from April 3, 1998, through April 2, 2001, permits checkoff for the deduction of an employee's "regular membership dues."

Charging Parties Sherry Prichard[2] and Carolyn K. Snodgrass work in the Lansing bargaining unit represented by Local 12. Charging Parties Ruth Vine, Ellen Jones, and Cynthia Hertrampf work in the Waukon bargaining unit represented by Local 10. On various dates

[1] All dates are in 2000 unless otherwise indicated.

[2] The facts relevant to Prichard's employment, her resignation from Local 12, and the continued deduction of dues pursuant to a checkoff authorization are set forth in full in *Northern Engraving I* and will not be repeated here.

between 1992 and 1996, each of these individuals executed checkoff authorization forms that stated, in relevant part:

> I hereby authorize and direct my employer to deduct from my wages a service charge equal in amount to the dues which members are obligated to pay this Union, and to pay the same to this Union or its designee pursuant to the provisions of any current or future collective bargaining agreement. . . . Said deductions shall be monthly in the first week of each month. This authorization and direction shall be irrevocable for the period of one year from the date hereof, or until the termination of the contract between the Company and the Union, whichever occurs first.
>
> This authorization and direction shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever occurs first, unless I give written notice to the Company and the Union at least sixty days, and not more than seventy-five days, before any annual renewal date of this authorization and direction of my desire to revoke same. My Employer is further authorized and directed to turn over the said monies as they become due to the proper officer of the Local Union.

On February 22, Snodgrass notified Local 12 by letter of her resignation from union membership. On October 16, October 31 and November 29, respectively, Jones, Vine and Hertrampf addressed similar letters to Local 10. By letters dated February 28 (Snodgrass), October 26 (Jones), November 9 (Vine), and December 4 (Hertrampf), the Respondents expressly honored each membership resignation request, but informed the employees that their attempts to revoke their checkoff authorizations would not be honored because they were not made during the revocation periods specified in the authorizations. Thereafter, the Respondents continued to receive on a monthly basis from Northern Engraving amounts determined to be owed as service fees and deducted pursuant to the checkoff authorizations from the wages of Snodgrass, Jones, Vine, and Hertrampf.[3]

B. The Parties' Contentions

The Acting General Counsel contends that the Respondents unlawfully continued to enforce dues-checkoff authorizations after each of the four employees had resigned her union membership. Relying on *Electrical Workers IBEW Local 2088 (Lockheed Space Operations)*, 302 NLRB 322 (1991), the Acting General Counsel argues that the language of the checkoff authorization executed by each of the employees did not manifest a clear and unmistakable agreement to have deductions made after they had resigned their union membership. The Acting General Counsel also contends that each postresignation deduction is a separate violation of the Act. He therefore urges the Board to reject Respondent Local 12's affirmative 10(b) defense with respect to Charging Party Snodgrass in Case 18–CB–4065–1 and to reverse, on reconsideration of *Northern Engraving I*, the dismissal on 10(b) grounds of the complaint allegations with respect to Charging Party Prichard.

The Respondents contend that the checkoff authorizations proved the employees' clear and unmistakable agreement to pay "a service charge equal in amount to the dues which members are obligated to pay." Relying on *Auto Workers Local 1752 (Schweizer Aircraft)*, 320 NLRB 528 (1995), affd. sub nom. *Williams v. NLRB*, 105 F.3d 787 (2d Cir. 1996), and *Polymark Corp.*, 329 NLRB 9 (1999), enf. denied in relevant part sub nom. *Mohat v. NLRB*, 248 F.3d 1150 (6th Cir. 2001) (unpublished decision), the Respondents argue that the checkoff authorizations permitted the continued receipt of service charges deducted from the employees' pay after their resignation from union membership. The Respondents further argue that the limitations period of Section 10(b) bars litigation of the charge filed by Snodgrass because she filed that charge more than 6 months after Local 12 accepted her resignation but expressly notified her that she had not timely revoked her checkoff authorization. Local 12 supports the Board's dismissal of the complaint in *Northern Engraving I* on this same ground, because Charging Party Prichard did not file her charge within 6 months of receiving similar notice from Local 12.

III. DISCUSSION

1. The 10(b) Issue

The 10(b) affirmative defense raised by Local 12 regarding the Snodgrass charge presents the same issue raised by the General Counsel's motion for reconsideration in *Northern Engraving I*. In dismissing the complaint as time-barred, the Board there reiterated two well-established principles governing 10(b)'s application: (1) a complaint is barred where the operative events establishing the violation occurred more than 6 months prior to the filing of an unfair labor practice charge; and (2) the 10(b) period does not begin until a party has clear and unequivocal notice of a violation of the Act. 331 NLRB No. 2 at slip op. 2 and cases cited therein. Applying those principles, the Board in *Northern Engraving I* found that the charge filed by Prichard in April 1999 was outside the 6-month limitation period of 10(b) because the dispute which she raised in the charge was "clearly drawn" 14 months earlier in February 1998 when she was "clearly and unequivocally" informed by letter from Local 12 that, despite her accepted union resignation,

[3] On August 3, Snodgrass sent Local 12 a second letter of resignation accompanied by a more explicit demand that her service fee deductions be discontinued. The demand was rejected for the same reasons set forth in Local 12's February 28 letter responding to Snodgrass' first resignation notice.

service fees would continue to be deducted pursuant to her checkoff authorization.

On reconsideration, we reaffirm the Board's holding in *Northern Engraving I*, and we find it to be dispositive of the 10(b) issue involving Charging Party Snodgrass. As with Prichard, the dispute involving Snodgrass was clearly drawn on February 28, 2000, when Local 12 informed her by letter that her resignation from the Union on February 22 would be accepted, but her checkoff authorization would not be terminated and service fees would continue to be deducted from her wages and remitted to Local 12. Thereafter, Northern Engraving continued to deduct, and Local 12 continued to receive, service fees from Snodgrass' wages. Snodgrass, however, waited for 7 months before filing her charge on September 18.

The Acting General Counsel argues that 10(b) does not bar the complaint allegations pertaining to Prichard and Snodgrass because each and every month that service fees were collected following their union resignations, Local 12 committed a separate violation of the Act and those violations extended into the 10(b) period. In support of this argument, the General Counsel cites *Teamsters Local 667 (American Freight)*, 302 NLRB 694, 699 (1991). That case does not support the General Counsel's position here.[4]

In *American Freight*, the charging party (Thornton) sent the respondent union a resignation letter in September 1987. The union did not respond. Neither it nor American Freight regarded the resignation letter as a timely revocation of a checkoff authorization previously executed by Thornton. The union took no affirmative action to cause or to require American Freight to deduct dues from Thornton's wages after his resignation, but American Freight did continue to deduct and remit monthly dues to the union. Thornton did not file an unfair labor practice charge until June 1988. In rejecting the defense that the charge was untimely filed, the judge found that, with Thornton's resignation on file, the respondent union committed a separate and distinct violation each time a dues deduction was made and remitted within the 6-month limitations period of 10(b).[5]

The Board in *American Freight* did not comment on the judge's 10(b) analysis, although it did limit relief for the violations found to the 6-month period preceding the filing of Thornton's charge. There is no indication whether the respondent union raised the 10(b) issue in its exceptions. In any event, that case is distinguishable from the instant case on the key point of notice. In *American Freight*, the union did not respond to Thornton's resignation letter and did not place him on immediate notice that it regarded his letter as untimely and ineffective with respect to revocation of his checkoff authorization. Absent such notice, there was no 10(b) bar. Here, by contrast, Local 12's letter dated February 28, 2000, to Snodgrass and its letter dated February 19, 1999, to Prichard[6] gave them clear and unequivocal notice that it did not regard their resignations as timely checkoff revocations. We therefore find that the 10(b) period commenced running upon receipt of that letter by each Charging Party. Neither of them filed an unfair labor practice charge before the 6-month period expired. We must therefore dismiss the complaint allegations based on these charges.[7]

B. The Unfair Labor Practice Issues

Pursuant to *Electrical Workers IBEW Local 2088 (Lockheed Space Operations)*, 302 NLRB 322, 328 (1991), there is no reasonable basis for precluding any of the Charging Parties from individually agreeing to pay dues to a union whether or not she is a member and to pay such dues through a checkoff. *Lockheed* requires, however, that the employee's agreement to such an arrangement be manifested in "clear and unmistakable language." Id.

Applying the principles of *Lockheed* to the stipulated facts in this case,[8] we find that the checkoff authorizations executed by Charging Parties Vine, Jones, and Hertrampf do not contain the requisite clear and unmistakable language binding them to pay dues or service fees after they have resigned from the Union. The checkoff document authorized the deduction of a "service charge equal in amount to the dues which members are obligated to pay." Although the reference to a "service charge" arguably encompasses the situation of an em-

[4] We find no merit in the General Counsel's alternative contention in his motion for reconsideration that Local 12 waived its 10(b) defense by stipulating that the issue in *Northern Engraving I* was whether service fees could lawfully be deducted from Prichard's wages after she resigned her union membership. The parties' stipulation reserved the right to argue the relevance and significance of the stipulated facts including, necessarily, the dates of the alleged unlawful acts as they related to the date on which the charge was filed. Moreover, Local 12 raised 10(b) as an affirmative defense in its answer to the complaint, and the parties' stipulation of facts incorporates the answer by reference.

[5] 302 NLRB at 699.

[6] *Northern Engraving I*, supra, slip op. at 2–3.

[7] Member Walsh notes that the result would be different if there had never been a valid checkoff authorization. In that instance, each deduction and remittance of dues within the 10(b) period would be another unlawful act in a continuing violation. Member Walsh further finds that *Kroger Co.*, 334 NLRB No. 113 (2001), is distinguishable from the present case. The Board there found that each occurrence of an unlawful dues deduction *at the Union's request* within the 10(b) period was a separate violation of the Act. Id. at slip op. 2–3 fn. 3. The Board therefore found that the respondent union violated Sec. 8(b)(1)(A) and (2) by causing Kroger to withhold and remit an employee's dues in the absence of a valid checkoff authorization. As previously stated, although the Respondent Unions here continued to receive service fees for Prichard and Snodgrass after their resignations, neither Union made any affirmative attempts to collect within the 6-month limitations period.

[8] Contrary to the Respondents, we find that *Auto Workers Local 1752 (Schweizer Aircraft)*, 320 NLRB 528 (1995), and *Polymark Corp.*, 329 NLRB 9 (1999), apply only to situations where an employee is subject to a lawful union-security clause.

ployee who has resigned her membership, this language is *not* a clear and unmistakable waiver specifically addressing this situation. It does not specifically state, in clear and unmistakable terms, that the employee obligates herself to continue to pay this "service charge" even after resigning from the Union.[9] We therefore construe the authorization as permitting Respondent Local 10 to continue collecting service charges from Jones, Vine, and Hertrampf only so long as they remained members of that union. By receiving, accepting, and retaining the service charges deducted by Northern Engraving after each of these employees had resigned from membership, Local 10 restrained and coerced them in the exercise of their Section 7 rights. It thereby violated Section 8(b)(1)(A) of the Act.[10]

CONCLUSION OF LAW

By receiving, accepting, and retaining the service charges deducted from the wages of Ellen Jones, Ruth H. Vine, and Cynthia Hertrampf after they resigned their union membership, and by doing so solely on the authority of a checkoff authorization that did not clearly and unmistakably provide for postresignation service fee obligations, Respondent Local 10 has restrained and coerced employees in the exercise of their Section 7 rights and has violated Section 8(b)(1)(A) of the Act.

REMEDY

Having found that Respondent Local 10 has engaged in the unfair labor practices described above, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. We shall order Respondent Local 10 to make Jones, Vine, and Hertrampf whole for any moneys deducted from their wages and remitted to Local 10 for the period following their resignations of union membership, with interest to be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[11]

ORDER

The National Labor Relations Board orders that the Respondent, Production Workers Union Local 10, Chicago, Illinois, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Receiving, accepting, and retaining service charges checked off from the wages of an employee after the employee has resigned membership in the Union, where the terms of the executed checkoff authorization do not clearly and unmistakably impose any postresignation service charge obligation on the employee and where there is no valid union-security clause in effect.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole employees Ellen Jones, Ruth H. Vine, and Cynthia Hertrampf for the money deducted from their wages for the period following their resignations from union membership, with interest as set forth in the remedy section of this decision.

(b) Within 14 days after service by the Region, post at its offices and meeting halls copies of the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 18, after being signed by the Respondent's authorized representative, shall be posted by the Respondent Local 10 immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Sign and return to the Regional Director sufficient copies of the notice for posting by the Employer, if willing, at all places where notices to employees are customarily posted.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification by a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaints are dismissed insofar as they allege unfair labor practices not found herein.

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[9] See, e.g., *American Telephone & Telegraph Co.*, 303 NLRB 942 (1991), and 303 NLRB 944 (1991). Unlike our dissenting colleague, we cannot find that the language of the checkoff authorization is tantamount to the explicit language establishing a clear and unmistakable agreement to pay post-resignation service fees in *Steelworkers Local 4671 (National Oil Well)*, 302 NLRB 367, 368 (1991) ("please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Company, and irrespective of my membership status in the Union, monthly dues, assessments . . . ."). Unlike the provision in *Steelworkers Local 4671 (National Oil Well)*, there is no language in the provision at issue in this case which expressly obligates the employee to continue to pay the fees even after resignation.

[10] The stipulated record contains no evidence that Local 10 took any affirmative steps to cause or require Northern Engraving to continue to deduct the Charging Parties' service fees after they resigned. Accordingly, we shall dismiss the complaint insofar as it alleges that Local 10 violated Sec. 8(b)(2).

[11] In a motion to supplement the stipulated record, Respondent Local 10 asserts that by early 2001, it discontinued enforcement of the checkoff authorizations of Vine and Hertrampf. This is a matter that is properly left to the compliance stage of this proceeding.

[12] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated, Washington, D.C. December 19, 2001

Peter J. Hurtgen, Chairman

Dennis P. Walsh, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

CHAIRMAN HURTGEN, concurring.

I agree with my colleagues that there is a 10(b) bar to the finding of a violation as to employees Prichard and Snodgress. However, I disagree with their effort to distinguish *Kroger Co.*, 334 NLRB No. 113 (2001). Instead, I believe that *Kroger* was wrongly decided.

Under *A&L Underground*, 302 NLRB 467 (1991), a respondent's clear and unequivocal notice, given to a charging party, of the initial act which constitutes the unlawful conduct will trigger the 10(b) period. The charge must be filed within 6 months of that act. The fact that the unlawful conduct continues into the 10(b) period will not alter this rule.

That analysis covers the instant case. Both Prichard (in *Northern Engraving I*) and Snodgrass in the instant case were told by the Union that their resignations from membership would not terminate their checkoff authorizations, i.e., fees would continue to be deducted. These two employees did not file their charge within 6 months of that notification. Thus, their charges were barred by Section 10(b).

The same result should have obtained in *Kroger*. In that case, the Charging Party signed a checkoff authorization during his initial employment with Kroger. He left his employment in November 1997, but returned to this employment in April 1998. He did not sign a new checkoff authorization. However, the employer and the union, in reliance upon the prior authorization, began the checkoff deduction of dues. The unlawful act was the deduction of dues in April 1998 without a new authorization. That fact was clear to the Charging Party. Thus, the charge of January 11, 1999 was untimely.[1]

Dated, Washington, D.C. December 19, 2001

Peter J. Hurtgen, Chairman

NATIONAL LABOR RELATIONS BOARD

[1] Because it is not clear that the respondent union in *American Freight*, 302 NLRB 694 (1991), filed exceptions to the judge's failure to dismiss the complaint on 10(b) grounds, I do not view that case as definitively passing on that 10(b) issue.

MEMBER LIEBMAN, concurring and dissenting.

I agree with my colleagues in dismissing the complaint allegations pertaining to Respondent Local 12's receipt of money that had been checked off from the wages of employees Prichard and Snodgrass. Contrary to my colleagues, I would also dismiss the complaint allegations against Respondent Local 10 as to the moneys that had been checked off from the wages of employees Vine, Jones, and Hertrampf. I conclude that the dismissal of all of the complaint allegations is warranted because the checkoff authorizations originally signed by these employees all contained explicit language clearly setting forth an obligation for them to pay the amounts checked off, even in the absence of their union membership.

Quoted in full in my colleagues' decision, the checkoff authorizations[1] stated in relevant part:

> I hereby authorize and direct my employer to deduct from my wages a service charge equal in amount to the dues which members are obligated to pay this union.…

The reference here to "a service charge equal in amount to the dues which members are obligated to pay" is in clear contrast to membership dues themselves. The language is readily distinguishable from that used in checkoff provisions that have been found inadequate to survive a member's resignation. In the seminal case, *Electrical Wrokers IBEW Local 2088 (Lockheed Space Operations)*, 302 NLRB 322, 329 (1991), the relevant checkoff authorization allowed the employer to checkoff "regular membership dues," which the Board found failed to represent "[e]xplicit language within the checkoff authorization clearly setting forth an obligation to pay dues even in the absence of union membership. . . ." In other cases, the Board has held that language similar to the checkoff authorization in this case was sufficiently clear to apply after resignation. See, e.g., *Steelworkers Local 4671 (National Oil Well)*, 302 NLRB 367, 368 (1991) (language stating "please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Company, and irrespective of my membership status in the union, monthly dues, assessments . . ." found sufficient to authorize continued dues deduction, even absent union membership).

The checkoff language in this case, phrased in terms of an amount *equivalent* to dues, is to this extent identical to the language of the checkoff authorization considered in *Kroger Co.*, 334 NLRB No. 113 (2001). There, the checkoff authorization allowed for a deduction of "an amount equivalent to dues and initiation fees." The Board ruled that the checkoff authorization language was

[1] Although the Respondents' bargaining agreements with Northern Engraving used different terminology in the relevant checkoff clauses, I have previously observed that checkoff authorizations signed by individuals are separate and legally distinct from contractual dues-checkoff clauses. See *Hacienda Hotel & Casino*, 331 NLRB No. 89, slip op. at 6 fn. 10 (2000).

inadequate, but only because the checkoff authorization did not clearly state that it would survive the employee's severance of employment and eventual reemployment by this same employer. The Board did not rely on the "equivalent amount" language of the checkoff provision which my colleagues rely on here.

I therefore disagree with my colleagues that the checkoff authorization "did not clearly and unmistakably provide for postresignation service fee obligations." Where, as here, a checkoff authorization expressly covers "a service charge *equal in amount to the dues which members are obligated to pay*," that language cannot be read to be limited to membership dues or initiation fees. While the provision does not have the same words examined in *Steelworkers Local 4671 (National Oil Well)*, supra, ("irrespective of my membership status"), in my view, the phraseology conveys the same meaning. Thus, I find that the language is unmistakably clear that the checkoff authorization is not restricted to membership dues. Accordingly, the Union was entitled to continue receiving dues pursuant to the checkoff authorization.

In view of the analysis set out above, I find it unnecessary to consider whether any of the complaint allegations are barred under Section 10(b).

Dated, Washington, D.C. December 19, 2001

Wilma B. Liebman, Member

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT receive, accept, and retain service charges checked off from the wages of an employee after the employee has resigned membership in our Union, where the terms of the voluntarily executed checkoff authorization do not clearly and explicitly impose any postresignation service charge obligation on the employee and where there is no valid union-security clause in effect.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make whole employees Ellen Jones, Ruth H. Vine, and Cynthia Hertrampf for the money deducted from their wages and received by us for the period following their resignation from union membership, with interest.

ALLIED PRODUCTION WORKERS UNION LOCAL 10